# OP \$65.00 1699462

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM520986

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Extra Space Storage LP		04/25/2019	Limited Partnership: DELAWARE	

## **RECEIVING PARTY DATA**

Name:	Extra Space Storage LLC		
Street Address:	2795 E. Cottonwood Parkway, Suite 400		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	1699462	STORAGE USA	
Registration Number:	2334882	STORAGE USA	

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 8012393147

**Email:** btucker@kmclaw.com

Correspondent Name: Brian Tucker

Address Line 1: 36 S. State Street, #1900
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	22862.55
NAME OF SUBMITTER:	Brian Tucker
SIGNATURE:	/Brian Tucker/
DATE SIGNED:	04/26/2019

#### **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("<u>Trademark Assignment</u>") is made effective as of <u>Agrae Zs, Zoig</u> (the "<u>Effective Date</u>"), by and between Extra Space Storage LP, a Delaware limited partnership ("<u>Assignor</u>") and Extra Space Storage LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment for recording with governmental authorities including the U.S. Patent and Trademark Office;

# NOW THEREFORE, the parties agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which
  are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to
  Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to
  the following (the "Assigned Trademark Rights"):
  - all rights that Assignor has obtained through use of any of the marks identified on Schedule 1 including the goodwill of the business in which the marks are used (the "Assigned Marks");
  - each trademark registration and application set forth on Schedule 1, any resulting registrations, and all rights associated with the filing of a trademark application including the right to claim priority under the Paris Convention (the "<u>Assigned</u> <u>Trademark Applications and Registrations</u>");
  - all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Marks or the Assigned Trademark Applications and Registrations; and
  - d. all claims and causes of action related to any of the Assigned Marks or the Assigned Trademark Applications and Registrations, whether accruing before, on or after the Effective Date, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and

provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and the other documents delivered pursuant hereto and the legal relations between and among the Parties shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws.

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IN WITNESS WHEREOF, Assignor and Assignee caused this Trademark Assignment to be duly executed as of the Effective Date.

# **ASSIGNOR**

Extra Space Storage Inc.

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Gwyn McNeal Manager

ACCEPTED BY ASSIGNEE

Extra Space Storage LLC

Gwyn McNeal

Manager

# SCHEDULE 1

Mark	Application No.	Filing Date	Registration No.	Reg. Date
STORAGE USA	74/171,740	May 31, 1991	1,699,462	Jul. 07, 1992
STORAGE USA	75/568,376	Oct. 09, 1998	2,334,882	Mar. 28, 2000

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**RECORDED: 04/26/2019**